

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

WILLIE A. MECHE

LAFAYETTE DIVISION

VERSUS

MAGISTRATE _____; JUDGE

KEY ENERGY SERVICES, L.L.C., ET AL

CIVIL DOCKET NUMBER:

COMPLAINT FOR DAMAGES

Plaintiff, Willie A. Meche, a resident of the lawful age of majority of the State of Louisiana, respectfully represents:

- I. Made Defendants herein are:
 - a. Key Energy Services, L.L.C.;
 - b. Moncla Marine, L.L.C.;
 - c. Moncla Marine Operations, L.L.C.;
 - d. Moncla Pressure Pumping Well Services, L.L.C.;
 - e. Moncla Companies, L.L.C.;
 - f. Moncla Drilling, L.L.C.;
 - g. Moncla Drilling Operations, L.L.C.;
 - h. Gas Technology Consultants, Inc.;
 - i. Gas Technology Corporation of Texas; and
 - j. Alex Doucet
- II. This claim is brought and arises under 28 USC §1333, the Admiralty and Maritime jurisdiction of this Court, and is designated as such pursuant to Rule 9(h) of the Federal Rules of Civil Procedure. Plaintiff makes claims under 46 U.S.C. §30104, commonly known as the “Jones Act” and the General Maritime Law of the United States of America.
- III. Defendants maintain offices and transact business within the geographical boundaries of this Court, are residents of this judicial district as of the time of filing this action, or a substantial part of the acts or omissions giving rise to this claim occurred in this judicial district.
- IV. Upon information and belief, at all material times herein, Defendants were the owners of the M/V Miss Catherine and The Cliff (hereinafter referred to as “the vessels”) operating in the navigable waterways of the Gulf of Mexico.
- V. At all material times herein, Plaintiff was employed by Defendants and assigned to work aboard the vessels.
- VI. At all material times herein, Plaintiff was a seaman and a member of the crew of the vessels.

VII. On or about June 20, 2008, Plaintiff was performing his usual duties for Defendants aboard the vessels when Plaintiff sustained injuries as a result of a defect or vice in the condition of the vessel and/or the negligence of Defendants and their agents, representatives and employees.

VIII. The accident and injuries to Plaintiff were caused by the acts and/or omissions of Defendants in the following non-exclusive particulars:

- a. Failing to provide a safe place to work;
- b. Failing to provide a seaworthy vessel;
- c. Failing to warn of unsafe and/or unseaworthy conditions;
- d. Failing to provide an adequate and/properly trained crew;
- e. Failing to train and supervise its employees, agents and representatives;
- f. Failing to follow applicable safety guidelines and regulations;
- g. Failing to comply with working time regulations; and
- h. Failure to discover hazardous conditions aboard the vessel;
- i. Failure to warn of known hazardous conditions aboard the vessel;
- j. Failure to intervene to correct unsafe and hazardous conditions aboard the vessel;
- k. Gross, willful and wanton disregard for safety of Plaintiff; and
- l. Other acts and/or omissions which may be shown at trial on this matter;

IX. Plaintiff itemizes his past, present and future damages to include but not be limited to the following:

- a. Medical Expenses;
- b. Loss of earnings and impaired earning capacity;
- c. Physical pain and suffering;
- d. Humiliation;
- e. Shame;
- f. Embarrassment;
- g. Isolation;
- h. Despair;

- i. Loss of Mobility;
- j. Mental distress, worry and anxiety;
- k. Emotional trauma and insecurity;
- l. Permanent disability and inconvenience;
- m. Scarring and disfigurement;
- n. Loss of enjoyment of life;
- o. Punitive and Exemplary Damages;
- p. Attorney's Fees;
- q. Legal interest from the date of judicial demand; and
- r. All costs of court and expenses incurred in the prosecution of this litigation.

X. Since the date of the incident and injuries to Plaintiff, Defendant was provided medical reports indicating that Plaintiff is in need of medical treatment and diagnostic testing; however, Defendant arbitrarily, capriciously and without any cause refused to provide maintenance and cure to Plaintiff.

XI. As a result of the Defendants' refusal to provide maintenance and cure, Plaintiff sustained damages and is further entitled to punitive damages and attorneys' fees.

XII. As a result of the refusal of Defendants' gross, willful and wanton misconduct, Plaintiff sustained damages and is further entitled to punitive damages and attorneys' fees.

Plaintiff prays that:

- a. Defendants be duly summoned and served with a copy of this Complaint For Damages;
- b. After all legal delays and due proceedings be had, there be judgment rendered herein in favor of Plaintiff and against Defendants, jointly, severally and *in solido*, in the full and true sum of an amount reasonable in the premises, maintenance, cure, punitive damages, attorneys' fees, plus legal interest thereon from the date of incident until paid, all costs of these proceedings and all other equitable and just relief;
- c. Plaintiff be allowed to prosecute this matter as a Seaman without prepayment of costs or the providing of security; and
- d. Plaintiff be given Notice of Judgment, Trial and all steps and action taken in this litigation under Federal Rules of Civil Procedure.

Respectfully submitted:
Law Offices of D. Patrick Daniel, Jr., LLC



D. PATRICK DANIEL, JR., T.A. No. 27753
900 South College Road, Suite 202 (70503)
Post Office Drawer 51709
Lafayette, Louisiana 70505-1709
Telephone: 337.232.7516
Telefax: 337.261.9589
Email: patrick@dpdlawfirm.com
ATTORNEY FOR PLAINTIFF

PLEASE SERVE:

Key Energy Services, LLC

through its registered agent for service of process:
CT Corporation System
5615 Corporate Boulevard, Suite 400B
Baton Rouge, Louisiana 70808

Moncla Marine, L.L.C.

through its registered agent for service of process:
Mr. Cade Evans
600 Jefferson Boulevard, Suite 1600
Lafayette, Louisiana 70501

Moncla Marine Operations, L.L.C.

through its registered agent for service of process:
Mr. Cade Evans
600 Jefferson Boulevard, Suite 1600
Lafayette, Louisiana 70501

Moncla Pressure Pumping Well Services, L.L.C.

through its registered agent for service of process:
Mr. L. Charles Moncla, Jr.
950 Birdsong Road
Lafayette, Louisiana 70507

Moncla Companies, L.L.C.

through its registered agent for service of process:
Mr. L. Charles Moncla, Jr.
950 Birdsong Road
Lafayette, Louisiana 70507

Moncla Drilling, L.L.C.

through its registered agent for service of process:

Mr. Cade Evans

600 Jefferson Street, Suite 1600

Lafayette, Louisiana 70501

Moncla Drilling Operations, L.L.C.

through its registered agent for service of process:

Mr. Cade Evans

600 Jefferson Street, Suite 1600

Lafayette, Louisiana 70501

Gas Technology Consultants, Inc.

through its registered agent for service of process:

Mr. Joseph Golemi, Jr.

711 Carmenere Drive

Kenner, Louisiana 70065

Gas Technology Corporation of Texas

through its registered agent for service of process:

Mr. William B. McAleb

74 Beaupre Drive

Luling, Louisiana 70070

Mr. Alex Doucet